

REMARKS

The present application has been reviewed in light of the Office Action dated February 3, 2009. Claims 1, 2, 4-10, 12-27, 29, 30, 32, and 36-40 are presented for examination, of which Claims 1, 30, and 36-39 are in independent form. Claims 3, 11, 28, 31, and 33-35 were previously cancelled and will not be addressed further. Claims 36-39 have been amended to clarify certain aspects of the claimed invention. Favorable reconsideration is requested.

The Office Action states that Claims 1, 2, 4-10, 12, 14-19, 21-27, 29, 30, 32, and 36-40 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2001/0042010 (*Hassell*); and that Claims 13 and 20 are rejected under § 103(a) as being unpatentable over *Hassell* in view of U.S. Patent No. 6,336,099 (*Barnett et al.*). For at least the reasons presented below, Applicants submit that independent Claims 1, 30, and 36-39, together with the claims dependent therefrom, are patentably distinct from the cited prior art.

The claimed subject matter generally is directed to methods, apparatuses, systems, and computer-readable storage media for motivating a consumer to decide quickly to electronically purchase a product and/or service, *i.e.*, to make an impulse purchase, upon viewing an offer for sale of the product and/or service on a Web site.

As discussed in the previous Amendment filed on November 13, 2008, an example of a conventional impulse purchase is a purchase made at a checkout counter as a consumer is getting ready to pay for “planned” or non-impulse purchases. In this example, the consumer may be enticed by interesting headlines on magazines or attractive displays of assorted candies to make an impulsive or unplanned purchase of an interesting magazine and/or a desired candy.

The claims of the present application relate to the realm of electronic shopping, where a consumer views items (*i.e.*, products and/or services) offered for sale on a Web site, for example, and where the consumer makes purchases electronically via the Web site. Typically, consumers do not make impulse purchases when shopping via the Internet, because consumers have time to browse various Web sites as well as so-called “bricks-and-mortar” or conventional retail establishments to look for the best deal. That is, a consumer can go from Web site to Web site and store to store to shop for a desired item, and ultimately return to the Web site or the store that offers the best deal (*e.g.*, lowest price) to purchase the desired item. In the claims of the present application, as motivation for the consumer to act impulsively, *i.e.*, to make an impulse purchase while visiting a vendor’s Web site, an incentive for purchasing a product and/or service via the Web site is displayed while the consumer is visiting the Web site.

One of the notable features of the claims is that ***the displayed incentive changes with time while the consumer is visiting the vendor’s Web site.*** For example, the value of the incentive may decrease to successively lower values with time as the consumer is browsing or obtaining information (*e.g.*, product information) from the vendor’s Web site. The purpose of this visibly decreasing value of the incentive is to entice or motivate the consumer to make a quick decision to purchase the product and/or service via the vendor’s Web site before the value decreases further with time. Another notable feature of the claims is that, when the consumer electronically purchases the product and/or service, the value of the incentive at the time of purchase and the value of the incentive at an initial time at which the incentive was first displayed to the consumer are registered. This information is used to verify the value of the incentive to be associated with the purchase, thus preventing the consumer from fraudulently obtaining a higher value than the consumer is entitled to.

Hassell relates to a system for offering coupons online via the Web. As understood by Applicants, the *Hassell* system provides a “clippable” coupon on a Web page. Apparently, the coupon is presented as an ad on the Web page (see Fig. 2A and paragraphs [0021] and [0025]). When a consumer “clips” a coupon by selecting it with a pointing device, for example, the clipped coupon is stored in the consumer’s personal “account” on the coupon administration server in a “folio” or file of clipped coupons. The folio is monitored by the system so that the consumer’s coupon usage is tracked. The folio is accessed by the consumer by logging in to the personal account to see which coupons have not yet been redeemed, and to redeem valid coupons that have not yet been redeemed, *i.e.*, to make a purchase.

Hassell fails to teach or suggest feature (a) of Claim 1, in which a Web site of a vendor displays an offer for sale of a product and/or service that may be purchased from the vendor via the Web site. As mentioned above, *Hassell* is understood to disclose that a clippable coupon is displayed as an ad (*e.g.*, a pop-up ad) together with Web page content 30 as a “person [is] surfing the web.” (See paragraph [0021] of *Hassell*.) There is no suggestion whatsoever in *Hassell* that the Web page content 30 is part of a vendor’s Web site, nor is there any suggestion that the Web page content 30 displays an offer for sale of a product and/or service that may be purchased from a vendor via the Web page content 30. It is respectfully submitted that *Hassell*’s clippable coupon is not an offer for sale of an item but instead merely is an advertisement for the item. Additionally, the act of selecting or clipping a clippable coupon (for example, by “clicking” on it) does not result in a purchase but instead causes the coupon to be stored in a folio, as discussed above. In fact, *Hassell* specifically *teaches away* from the coupon causing any direct purchasing action: “Thus, there is a need for Web-based promotional advertising with the attraction of coupons with the reach of direct response ad media, but *without the disruptive*

nature of direct response banner advertising.” (Emphasis added. See paragraph [0004] of *Hassell*.) Clearly, a person of ordinary skill in the art would see that a main goal of the *Hassell* system is to allow a consumer to clip and store coupons for later consideration. Thus, *Hassell* teaches away from using its system to disrupt a consumer’s Web surfing activities to directly respond to an ad (or a coupon). Accordingly, *Hassell* teaches away from providing a consumer with an incentive to make an *impulse purchase*, as in Claim 1.

Further, *Hassell* fails to teach or suggest features (b) and (c) of Claim 1, in which a vendor’s Web site displays an incentive for purchasing a product and/or service, in which the incentive is displayed while a consumer is visiting the vendor’s Web site, in which the incentive initially is set to an initial displayed value and then changes over a period of time to other displayed values while the consumer is visiting the Web site, and in which, when the consumer makes an electronic purchase of the product and/or service via the vendor’s Web site, a server is provided with an indication of acceptance and a current displayed value of the incentive.

Moreover, *Hassell* fails to teach or suggest the features of: “registering at said server an initial time at which said incentive is initially displayed; registering at said server an acceptance time at which said consumer electronically accepts said offer; and comparing said initial time and said acceptance time to verify said provided current displayed value of said incentive, wherein said incentive is electronically redeemed for said verified current displayed value,” as claimed in Claim 1.

It is alleged in the Office Action that *Hassell’s* system can be operated from a vendor’s Web site. Applicants cannot agree and respectfully submit that such an allegation can only be made from impermissible hindsight; *Hassell* is understood clearly to teach that the clippable coupons are displayed while a “person is surfing the web,” such as how “a banner

advertisement” is displayed. (See paragraph [0021] of *Hassell*.) Moreover, because *Hassell* teaches that a clipped coupon is viewed and/or redeemed from a consumer’s folio, even if the Web page content 30 shown in Fig. 2A could be considered to be the vendor’s Web site, and Applicants do not believe this is what *Hassell* teaches or intends, *Hassell* nevertheless teaches that a consumer must leave the region of the Web page content 30 to view and/or redeem the coupon via the consumer’s folio. In addition, in order to effect a redemption, the consumer must be redirected from the folio to a redemption Web site (see paragraph [0033], lines 7 – 12, of *Hassell*). It is respectfully submitted that requiring a consumer to move from Web site to Web site to make a purchase, as taught by *Hassell*, would not disclose or suggest to a person of ordinary skill in the art to provide an incentive on a vendor’s Web site to cause a consumer to decide quickly to make a purchase while browsing the vendor’s Web site. *Hassell* clearly does not contemplate that its system is to be used for making impulse purchases on a vendor’s Web site.

In contrast to *Hassell*, the claims of the present application are intended to cause a consumer, who is interested in a vendor’s products and/or services, to make an impulse purchase from this vendor while the consumer is on or visiting the vendor’s Web site for the purpose of, for example, obtaining information regarding the products and/or services. The consumer already has some interest in the vendor’s products and/or services, and, by providing a purchase incentive having a visible value that changes while the consumer is on the vendor’s Web site, the consumer is enticed to “take the plunge” and make an impulse purchase from the vendor via the vendor’s Web site.

It is respectfully submitted that the entire purpose of the *Hassell* system is to “provide a consumer friendly click-through metric that does not require the person to actually

leave the site they are currently browsing.” (See paragraph [0018] of *Hassell*.) The *Hassell* system ensures that a consumer does not lose the opportunity provided by the coupon, because the clipped coupon is stored in the consumer’s personal folio. As such the consumer need not act on the coupon with any urgency. In contrast, as explained above, the claims of the present application are aimed at enticing a curious consumer (*i.e.*, a consumer who is interested in a vendor’s products and/or services) to make an impulse purchase from the vendor while on or visiting the vendor’s Web site to obtain information about the vendor’s products and/or services.

In summary, nothing has been found in *Hassell* that is believed to teach or suggest a method for motivating a consumer to make an impulse purchase of a product and/or service electronically over a computer network upon viewing an offer for sale of the product and/or service on a Web site, in which the method includes “providing from a server over the computer network to a consumer’s computer a program that causes said consumer’s computer to: (a) display on a Web site of a vendor an offer for sale of a product and/or service that may be purchased from said vendor by said consumer via said Web site, (b) display on said Web site of said vendor an incentive for purchasing said product and/or service, wherein said incentive is displayed while said consumer is visiting said Web site, and wherein said program causes said incentive to be initially set to an initial displayed value and then changes said incentive over a period of time to other displayed values while said consumer is visiting said Web site, and, (c) when said consumer makes an electronic purchase of said product and/or service by electronically accepting said offer via said Web site, provide to said server an indication of acceptance and a current displayed value of said incentive;” and “registering at said server an initial time at which said incentive is initially displayed;” and “registering at said server an acceptance time at which said consumer electronically accepts said offer;” and “comparing said

initial time and said acceptance time to verify said provided current displayed value of said incentive,” wherein “said incentive is electronically redeemed for said verified current displayed value,” as recited in Claim 1. Accordingly, Applicants submit that Claim 1 is patentable over *Hassell*, and respectfully request withdrawal of the rejection under 35 U.S.C. § 103(a).

Barnett et al., which has been discussed extensively in previous Amendments, fails to remedy the deficiencies of *Hassell*. Therefore, it is respectfully submitted that Claim 1 is patentable over any permissible combination of *Hassell* and *Barnett et al.*

Independent Claims 30 and 36-39 include one or more features similar to those discussed above in connection with Claim 1, and therefore those claims also are believed to be patentable for at least the reasons discussed above. Additionally, the other rejected claims in the present application depend from one or another of Claims 1, 30, and 39, and therefore are submitted to be patentable for at least the same reasons. However, because each dependent claim also is deemed to define an additional aspect of the invention, individual reconsideration of the patentability of each claim on its own merits is respectfully requested.

In view of the foregoing, Applicants respectfully request favorable reconsideration and an early passage to issue of the present application.

Applicants' undersigned attorney may be reached in our New York Office by telephone at (212) 218-2100. All correspondence should continue to be directed to our address listed below.

Respectfully submitted,

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